

KNOW ALL MEN BY THESE PRESENTS,

That HYDE SCHOOL, a corporation organized and existing under the Laws of the State of Maine, and having its principal office in Bath, in the County of Sagadahoc and State of Maine, in consideration of one dollar and other good and valuable considerations, paid by RODNEY E. ROSS, JR., Executor of the Last Will and Testament of Gladys C. Ross, late of said Bath, in the County of Sagadahoc and State of Maine, the receipt whereof it does hereby acknowledge, does hereby give, grant, bargain, sell and convey unto the said RODNEY E. ROSS, JR., in his capacity as aforesaid, his successors and assigns forever, the following described property:

A certain lot or parcel of land, together with the buildings thereon, known as Premises No. 607 High Street and situated in Bath, in the County of Sagadahoc and State of Maine, and bounded and described as follows, to wit:

BEGINNING at a point on High Street, at the southwest corner of land formerly of William Rogers; thence southerly by said High Street to the northwest corner of other land formerly of said John S. Hyde; thence easterly by said land formerly of said John S. Hyde to the southwest corner of land formerly of Frederick H. Kimball; thence northerly by said Kimball land to land formerly of said William Rogers; thence westerly by said Rogers' land to the point of beginning.

For source of title, reference may be had to a certain instrument from Rodney E. Ross, Jr., Executor u/w/o Gladys C. Ross to Hyde School of even date herewith to be recorded in the Sagadahoc County Registry of Deeds.

TO HAVE AND TO HOLD the aforegranted and bargained premises with all the privileges and appurtenances thereof to the said RODNEY E. ROSS, JR., in his capacity as Executor as aforesaid, his successors and assigns, to him and their use and behoof forever.

And the said Grantor, for it and its successors and assigns, does covenant with the said Grantee, his successors and assigns, that it is lawfully seized in fee of the premises; that they are free of all incumbrances that it has good right to sell and convey the same to the said Grantee to hold as aforesaid; and that it and its successors, shall and will warrant and defend the same to the said Grantee in his capacity as aforesaid, and his successors and assigns forever, against the lawful claims and demands of all persons.

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PROVIDED, NEVERTHELESS, that if the said Grantor, its successors or assigns shall pay to the said Grantee in his capacity as aforesaid, his successors or assigns, the principal sum with interest thereon at the rate set forth in a certain promissory note of even date herewith and secured hereby, all in accordance with the provisions of said note; and until such payment shall pay all taxes and other assessments levied or assessed against said premises within such time as they may be paid without incurring the payment of interest or penalty; and shall pay all claims for which liens superior to this mortgage may be placed on the granted premises; and shall, at all times, keep said buildings insured, payable to said Grantee, his successors and assigns, in manner and amount satisfactory to him, and at least against fire and other casualty, in an amount sufficient to provide for the payment in full of the actual cash value of the loss in the case of a partial loss and of the claim hereby secured in the case of a total loss; and shall, at all times, keep said premises in at least as good repair and condition as the same now are; and shall not commit or permit any strip or waste of said premises (reasonable and ordinary wear and tear excepted); and shall not default in the performance or observance of any provision contained herein or in said note; or in any other instrument or agreement securing said note; and shall repay to said Grantee, his successors or assigns, on demand, all sums he in his sole discretion exercised in good faith, may pay for taxes, assessments, insurance, superior lien claims and repairs, maintenance and improvements upon said premises, and all expenses, if any are incurred, of foreclosure of this mortgage, together with reasonable attorney's fees, with interest on said sums at the rate set forth in said note; then this deed, as also said note given by the said Grantor to the said Grantee, shall both be void, otherwise shall remain in full force and effect.

PROVIDED, FURTHER, that it is an additional covenant of the Grantor herein for breach of which foreclosure may be claimed and for breach of which the note secured hereby may be declared due and payable at once, that title

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to the within described mortgaged premises shall not pass from Grantor or from any subsequent title holder(s), either voluntarily or involuntarily. Permission given, or election not to foreclose or accelerate said indebtedness by Grantee, his successors or assigns, as to any one such transfer of title, shall not constitute a waiver of any rights of Grantee, his successors or assigns, as to any subsequent such transfer of title as to which the covenant as to passage of title shall remain in full force and effect. The term "title" as used herein shall mean the estate of the Grantor subject to the lien of this mortgage.

IN WITNESS WHEREOF, the said HYDE SCHOOL has caused this instrument to be signed in its corporate name by LEONARD C. MULLIGAN, its Treasurer, thereunto duly authorized, this twentieth day of August, 1974.

Signed, Sealed and Delivered
in the Presence of:

HYDE SCHOOL

Donald A. Shea

by *Leonard C. Mulligan*
its Treasurer

Corporate
Seal

STATE OF MAINE
SAGadahoc, ss.

August 29, 1974

Then personally appeared the within named LEONARD C. MULLIGAN, Treasurer of said corporation as aforesaid, and acknowledged the above instrument to be his free act and deed in his said capacity, and the free act and deed of said corporation.

Before me,

Donald A. Shea
Notary Public

SAGadahoc, ss

Registry of Deeds

RECEIVED AUG 30 1974 4 H. O. T. N. P. M.
AND RECORDED FROM THE ORIGINAL